

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

IN RE HOOSICK FALLS PFOA CASES

This document relates to:

Reece, No. 1:19-cv-219; *Bamrick*,
No. 1:19-cv-225; *Driscoll*, No.
1:19-cv-231; *Gates*, No. 1:19-cv-
221; *Slowey*, No. 1:19-cv-216;
Webber, No. 1:19-cv-220; and
Wyman, No. 1:19-cv-215

**MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANT'S
MOTION TO DISMISS PURSUANT TO FED. R. CIV. PRO. 12(b)(2)**

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[Portions of this document have been identified as confidential by Defendant Saint-Gobain Performance Plastics Corporation and/or Defendant Saint-Gobain Corporation. As such, this document has been omitted from filing pursuant to Sections IV. B and VI. A of the Stipulated Protective Order of Confidentiality, "So-Ordered" on February 21, 2018, pending a Decision on Plaintiff's Application to File Under Seal]

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court deny Defendant, Saint-Gobain Corporation's motion to dismiss the Complaint pursuant to Federal Rule of Civil Procedure 12(b)(2) together with such other and further relief as the Court deems just and proper.

Dated: July 18, 2019
Albany, New York

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